

<p>CONTINUATION SHEET</p>	<p>Reference No. of Document Being Continued</p> <p>PIIN/SIIN DAAE20-98-R-0215 MOD/AMD</p>	<p>Page 2 of 40</p>
----------------------------------	--	-----------------------------------

Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION

	Regulatory Cite	Title	Date
1	52-201-4501 ACALA	NOTICE ABOUT ACALA OMBUDSMAN	NOV/1995

a. We have an Ombudsman Office here at the U.S. Armament and Chemical Acquisition and Logistics Activity (ACALA). Its purpose is to open another channel of communication with ACALA contractors.

b. If you think that this solicitation:

- 1. has inappropriate requirements; or
- 2. needs streamlining; or
- 3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

c. The buyer's name, phone number and address are on the cover page of this solicitation.

d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army ACALA
 AMSTA-AC-PC (OMBUDSMAN)
 Rock Island IL 61299-7630
 Phone: (309) 782-3224
 Electronic Mail Address: AMSTA-AC-PC@ria.army.mil

e. If you contact the Ombudsman, please provide him with the following information:

- (1) ACALA solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(End of clause)

AS7006

2	52.233-4503 ACALA	AMC-LEVEL PROTEST PROGRAM	JUN/1998
---	----------------------	---------------------------	----------

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed wihin the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
 Office of Command Counsel
 ATTN: AMCCC-PL
 5001 Eisenhower Avenue

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-98-R-0215 MOD/AMD	Page 3 of 40
---------------------------	--	----------------------------

Name of Offeror or Contractor:

Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680

Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protest/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

AS7010

SUPPLEMENTAL INFORMATION

1. The purpose of the INGATS program is to issue and award a long term, firm fixed price requirements contract, to a successful offeror to manufacture and install various types of Targetry mechanisms (to include training and complete range installation) on various Army Training ranges throughout the world. On these ranges, it is the intent of the US Government to conduct LIVE Fire training by US Forces and or its allies, for the purpose of developing and improving their combat skills in the event they are called upon to conduct military exercises and or participate in actual combat actions against opposing forces. This training will be conducted in various geographical locations through out the world and in all extremes of environment. Examples of the type of range(s) that the U S Government is contemplating installing in the future are, Armor, Infantry, Small Arms, and or a combination of these. This list is to provide examples only, and is not meant to be all encompassing. Since the intent of the U S Government is to have complete ranges installed in the FUTURE, and since those specific requirements are unknown to us at this time we can only, request prices based on the individual components, parts, systems hardware and software. Once an award is made to a successful offeror and the U S Government is in a position to award additional components it will be for a complete, installed functional range.

2. The basis for this award shall be the Best Overall Value to the Government. We may choose not to award to the lowest priced offeror even if they are technically acceptable. We may choose not to award to the offeror rated the highest in the non-cost elements, if their perceived advantages are not considered worth the cost premium. In selecting which offer represents the Best Value, the Source Selection Authority (SSA) will consider the evaluation elements and their relative importance as stated in paragraph 7 below. Using this as a guide, the SSA will determine which offer represents the Best Overall Value to the Government comparing the cost and non-cost advantages and disadvantages.

3. Although cost is not the most important consideration, it could be controlling. Where an otherwise superior proposal is not affordable or is unreasonably priced, where two proposals are not worth the cost premium, cost could be the deciding element.

4. Proposals which merely offer to perform the work in accordance with the Request for Proposal (RFP), or which are so lacking in content and detail that the Government cannot conduct a meaningful evaluation without significant supplemental information are unacceptable and will not be considered for award.

5. Any proposal which is considered unrealistic in terms of technical capability, unrealistically high or low in cost, or contains significant inconsistency between proposed performance and cost may be judged as lacking competence or failing to understand the requirements or the work required. In such cases, the proposal may be rejected.

6. This solicitation, DAAE20-98-R-0215, will result in the competitive award of a long-term, Firm-Fixed Price, Best Value, Indefinite Delivery Indefinite Quantity (IDIQ) type contract (See FAR 16.504), for the Intermediate New Generation Army Targetry System (INGATS).

7. As stated in 52.212-2, Evaluation - Commercial Items Clause of this solicitation. The Government will award a contract resulting from this solicitation to the responsible offeror who's offer conforms to the solicitation that will be the most advantageous to the Government, price and other factors considered. There are four evaluation elements: 1) Technical, 2) Performance Risk, 3) Small Business Utilization, and 4) Price. Price will be evaluated as an independent variable and is less important than all other elements combined within the non-price area. Technical is significantly more important than Performance Risk and Small Business Utilization combined. Performance Risk is slightly more important than Small Business Utilization. Award will be made to the successful offeror who has demonstrated that they have the most advantageous proposal to the Government.

8. Based on the complexity of the program structure and the amount of technical detail that the Government is requiring to be submitted under this solicitation, the Government has established the following separate submission dates for each portion of their proposal:

- a. Technical, Performance Risk, and Small Business Utilization Proposal submission date is due 9 Nov 98.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE20-98-R-0215 MOD/AMD</p>	<p style="text-align: center;">Page 4 of 40</p>
--	--	--

Name of Offeror or Contractor:

b. Cost proposal submission date is due 24 Nov 98.

9. This additional time will ensure that each offeror has the maximum amount of time available to prepare the proposal, while ensuring the Government ample time to maintain the program schedule. During this interim period of fifteen days between the closing date for technical, performance risk, and small business utilization proposal submission and the closing date for cost submission; the Government will begin their evaluation of the technical proposals, however, we will not conduct ANY discussions with any offeror until after receipt of the cost proposal portion, and the solicitation is officially closed. An offeror who fails to meet the closing date for submission of the technical portion of this solicitation, will be considered late in accordance with the late proposal submissions of FAR 52.212-1(f).

10. This solicitation contains the following:

a. THE GUARANTEED MINIMUM QUANTITY TO BE AWARDED UNDER THIS CONTRACT. The guaranteed minimum quantity will form the funded basis of the minimum portion of the IDIQ. The guaranteed minimum quantity is shown in CLINS 0001AA through 0007AA in the Schedule B found on pages 6 through 12 of the solicitation. The nomenclature of each line item gives the range type and location. This minimum quantity will be obligated at time of award. The guaranteed minimum quantity specifically represents the "minimum Quantity", as defined by and referenced in FAR and DFARS clauses contained within this solicitation document, either in full text or by reference.

b. MAXIMUM QUANTITY OF COMPONENTS SPECIFIED FOR PRICING PERIODS 1 THROUGH 5 AS CALLED OUT BELOW. Pricing for these indefinite quantities should be provided on the price evaluation sheets provided in the solicitation. The stated Indefinite quantities are estimates only and are subject to the limitations contained in the Order Limitation Clause on page 18 of the solicitation. The charts as shown in the solicitation, carry the same force and effect as if listed in the Schedule in Section B.

- (1) Pricing Period 1: Award Date - 30 Sep 1999
- (2) Pricing Period 2: 1 Oct 1999 - 30 Sep 2000
- (3) Pricing Period 3: 1 Oct 2000 - 30 Sep 2001
- (4) Pricing Period 4: 1 Oct 2001 - 30 Sep 2002
- (5) Pricing Period 5: 1 Oct 2002 - 30 Sep 2003

11. The component quantities as shown in the charts provided in the solicitation are provided solely for the purpose of establishing reasonable minimum and maximum quantities against which to provide prices, and to establish ordering limitations in the event that orders beyond the guaranteed minimum quantity are executed. See Order Limitations, FAR 52.216-19. These requirements are not guaranteed buy quantities. The prices quoted shall include the 3-D target, training, and installation of the range.

12. During each pricing period the Government may issue multiple delivery orders for targetry equipment as required IAW the pricing schedules contained herein. For the purposes of bidding, each offeror should NOT consider the quantity breakdowns on the evaluation sheets as cumulative. The component quantities listed on each pricing evaluation sheet represents the most likely quantity breaks that the Government will install that type of equipment on any specific ranges. The weights associated are an indicator of the most probable order quantity and will be used for the evaluation of prices offered by each company.

13. For Informational Purposes Only the history on the 3-D targets list the following companies:

C R Daniels
Lockheed Martin
Riddle
Defense Electronic System Inc.
Eagle Plastic Company
Technical Sales Inc.

14. Each order stands on its own insofar as it obligates the Government. If additional orders are placed, the stated maximum ordering quantities are established as specific limitations on the ordering authority of the Government.

15. Pricing for the Indefinite Quantities shall be provided on price evaluation sheets referenced in the solicitation for each pricing period, for the different components. Each proposal submitted shall be considered as a single price for each component that will be used to complete a range as stated in the Performance Description. Under no circumstance will the Government order more than 24 ranges in a pricing period. These ranges can be ordered in any combination of components with the location to be specified upon placement of the order. The OCONUS ranges will be at Army locations throughout the free world, such as in Europe, Korea, Hawaii, or Alaska. All the targetry/components referred to in this solicitation includes installation by the contractor.

16. The delivery period for range installation of the guaranteed minimum quantity shall be in accordance with the Section B of this solicitation for CLINS 0001 through 0007. Delivery periods for the Indefinite quantities will be 120 days after order is issued or as stipulated by the Government. At least 30 days prior to the delivery/installation date the Government will

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 5 of 40
	PIIN/SIIN DAAE20-98-R-0215	MOD/AMD	

Name of Offeror or Contractor:

establish any revised dates and begin coordination with the local range personnel. In the event the site is not ready, the contractor may have to store the items for up to 60 days at no additional cost to the Government.

17. Offerors are urged to ensure that their proposals are submitted on the most favorable terms in order to reflect their best possible potential, since less than the optimal initial proposal could result in exclusion of the proposal from further consideration.

18. All Delivery Orders will be issued unilaterally by the Government with Firm Delivery Dates.

19. All Delivery Orders will be issued utilizing the Unit Price Proposed for the applicable quantity by Pricing Period.

*** END OF NARRATIVE A001 ***

THE FUNCTIONAL DEMONSTRATION SHALL BE PERFORMED 90 DAYS AFTER AWARD OF CONTRACT. (SEE PAGE 14, ENTITLED INSPECTION AND ACCEPTANCE)

*** END OF NARRATIVE A002 ***

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SUPPLIES OR SERVICES AND PRICES/COSTS				
	<u>Supplies or Services and Prices/Costs</u>				
0001AA	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/QV</u>	1	EA	\$ _____	\$ _____
	NSN: 6920-01-000-0000 NOUN: CMP CASEY MPMG/SNIPER RANGE SECURITY CLASS: Unclassified PRON: M18A0319M1 PRON AMD: 01 AMS CD: 5370162062 THE FOLLOWING INFORMATION IS BEING PROVIDED ACCORDING TO THE ACRONYM LISTING PROVIDE IN THE PERFORMANCE DESCRIPTION. THE RANGE CONSIST OF THE FOLLOWING: COMPONENT QTY HHC 2 RFSIT 70 SES 12 RFMIT 12 (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H098134T630 Y00000 M 1 PROJ CD BRK BLK PT DAJ DEL REL CD QUANTITY DAYS AFTER AWARD 001 1 0180 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.				
0002	<u>Supplies or Services and Prices/Costs</u>				
0002AA	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/QV</u>	1	EA	\$ _____	\$ _____
	NSN: 6920-01-000-0000 NOUN: CASEY-HOVEY QUAL. TRNG RANGE SECURITY CLASS: Unclassified				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																		
	<p>PRON: M18A1319M1 PRON AMD: 01 AMS CD: 5370162062 THE FOLLOWING INFORMATION IS BEING PROVIDED ACCORDING TO THE ACRONYM LISTING PROVIDE IN THE PERFORMANCE DESCRIPTION. THE RANGE CONSIST OF THE FOLLOWING</p> <table><tr><td>COMPONENT</td><td>QTY</td></tr><tr><td>HHC</td><td>2</td></tr><tr><td>RFSIT</td><td>95</td></tr><tr><td>RFMIT</td><td>15</td></tr><tr><td>ATKS</td><td>24</td></tr><tr><td>SAT</td><td>24</td></tr></table> <p>ATKS WILL BE PROVIDED AS GOVERNMENT FURNISHED MATERIAL (GDM) INCLUDE FOR INSTALLATION PURPOSES</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL <table><tr><td>REL CD</td><td>MILSTRIP</td><td>ADDR</td><td>SIG CD</td><td>MARK FOR</td><td>TP CD</td></tr><tr><td>001</td><td>W52H098134T631</td><td>Y00000</td><td>M</td><td></td><td>1</td></tr></table><table><tr><td>PROJ CD</td><td>BRK BLK PT</td></tr><tr><td>DAJ</td><td></td></tr></table><table><tr><td>DEL REL CD</td><td>QUANTITY</td><td>DAYS AFTER AWARD</td></tr><tr><td>001</td><td>1</td><td>0180</td></tr></table></p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</p>	COMPONENT	QTY	HHC	2	RFSIT	95	RFMIT	15	ATKS	24	SAT	24	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W52H098134T631	Y00000	M		1	PROJ CD	BRK BLK PT	DAJ		DEL REL CD	QUANTITY	DAYS AFTER AWARD	001	1	0180				
COMPONENT	QTY																																						
HHC	2																																						
RFSIT	95																																						
RFMIT	15																																						
ATKS	24																																						
SAT	24																																						
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																																		
001	W52H098134T631	Y00000	M		1																																		
PROJ CD	BRK BLK PT																																						
DAJ																																							
DEL REL CD	QUANTITY	DAYS AFTER AWARD																																					
001	1	0180																																					
0003	<u>Supplies or Services and Prices/Costs</u>																																						
0003AA	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u>	1	EA	\$ _____	\$ _____																																		
	<p>NSN: 6920-01-000-0000 NOUN: CMP CASEY-LIVE FIRE VILLAGE SECURITY CLASS: Unclassified PRON: M18A2319M1 PRON AMD: 01 AMS CD: 5370162062 THE FOLLOWING INFORMATION IS</p>																																						

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT														
	<p>BEING PROVIDED ACCORDING TO THE ACRONYM LISTING PROVIDED IN THE PERFORMANCE DESCRIPTION. THE RANGE CONSIST OF THE FOLLOWING:</p> <table><tr><td>COMPONENT</td><td>QTY</td></tr><tr><td>HHC</td><td>2</td></tr><tr><td>RFSIT</td><td>30</td></tr><tr><td>RFMIT</td><td>6</td></tr><tr><td>MAT-V</td><td>3</td></tr><tr><td>RFSAT</td><td>10</td></tr><tr><td>ATKS</td><td>13</td></tr></table> <p>ATKS WILL BE PROVIDED AS GOVERNMENT FURNISHED MATERIAL (GFM) INCLUDE FOR INSTALLATION PURPOSES</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W52H098134T632 Y00000 M 1 <u>PROJ CD</u> <u>BRK BLK PT</u> DAJ <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 1 0210</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</p>	COMPONENT	QTY	HHC	2	RFSIT	30	RFMIT	6	MAT-V	3	RFSAT	10	ATKS	13				
COMPONENT	QTY																		
HHC	2																		
RFSIT	30																		
RFMIT	6																		
MAT-V	3																		
RFSAT	10																		
ATKS	13																		
0004	<u>Supplies or Services and Prices/Costs</u>																		
0004AA	<p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u></p> <p>NSN: 6920-01-000-0000 NOUN: W. CORRIDOR-TANK TABLE V-VI SECURITY CLASS: Unclassified PRON: M18A3319M1 PRON AMD: 01 AMS CD: 5370162062 THE FOLLOWING INFORMATION IS BEING PROVIDED ACCORDING TO THE ACRONYM LISTING PROVIDED IN THE</p>	1	EA	\$ _____	\$ _____														

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT								
	<p>PERFORMANCE DESCRIPTION. THE RANGE CONSIST OF THE FOLLOWING:</p> <table><tr><td>COMPONENT</td><td>QTY</td></tr><tr><td>HHC</td><td>2</td></tr><tr><td>RFSIT</td><td>30</td></tr><tr><td>ATKS</td><td>28</td></tr><tr><td>RFSAT</td><td>25</td></tr><tr><td>MAT</td><td>3</td></tr></table> <p>THE ATKS WILL BE PROVIDED AS GOVERNMENT FURNISHED MATERIAL (GFM) INCLUDE FOR INSTALLATION PURPOSES</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC </p>	COMPONENT	QTY	HHC	2	RFSIT	30	ATKS	28	RFSAT	25	MAT	3
COMPONENT	QTY												
HHC	2												
RFSIT	30												
ATKS	28												
RFSAT	25												
MAT	3												

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>COMPONENTQTY</div> <div>HHC2</div> <div>ATKS2</div> <div>MAT-V2</div> <div>THE ATKS WILL BE PROVIDED AT GOVERNMENT FURNISHED MATERIAL (GFM) INCLUDE FOR INSTALLATION PURPOSES</div> <div>(End of narrative B001)</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance</div> <div>INSPECTION: DestinationACCEPTANCE: Destination</div> <div>Deliveries or Performance</div> <div>DOC SUPPL</div> <div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div> <div>001 W52H098134T634 Y00000 M1</div> <div>PROJ CD BRK BLK PT</div> <div>DAJ</div> <div>DEL REL CD QUANTITY DAYS AFTER AWARD</div> <div>00110240</div> <div>FOB POINT: Destination</div> <div>SHIP TO: PARCEL POST ADDRESS</div> <div>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</div>				
0006	Supplies or Services and Prices/Costs				
0006AA	<div>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/QV</div> <div>NSN: 6920-01-000-0000</div> <div>NOUN: W. CORRIDOR- AT4 RANGE</div> <div>SECURITY CLASS: Unclassified</div> <div>PRON: M18A5319M1PRON AMD: 01</div> <div>AMS CD: 5370162062</div> <div>THE FOLLOWING INFORMATION IS BEING PROVIDED ACCORDING TO THE ACRONYM LISTING PROVIDE IN THE PERFORMANCE DESCRIPTION. THE RANGE CONSIST OF THE FOLLOWING:</div> <div>COMPONENTQTY</div> <div>HHC2</div> <div>ATKS2</div> <div>MAT-V2</div>	1	EA	\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>(GFM) INCLUDE FOR INSTALLATION PURPOSES.</div> <div>(End of narrative B001)</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance</div> <div>INSPECTION: DestinationACCEPTANCE: Destination</div> <div>Deliveries or Performance</div> <div>DOC SUPPL</div> <div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div> <div>001 W52H098134T636 Y00000 M 1</div> <div>PROJ CD BRK BLK PT</div> <div>DAJ</div> <div>DEL REL CD QUANTITY DAYS AFTER AWARD</div> <div>001 1 0270</div> <div>FOB POINT: Destination</div> <div>SHIP TO: PARCEL POST ADDRESS</div> <div>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE</div> <div>(SHIP TO) WILL BE FURNISHED PRIOR</div> <div>TO SCHEDULED DELIVERY DATE FOR ITEM</div> <div>REQUIRED UNDER THIS REQUISITION.</div>				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-98-R-0215 MOD/AMD	Page 13 of 40
---------------------------	---	----------------------

Name of Offeror or Contractor:

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

The performance Description is hereby incorporated as part of this solicitation. THE PERFORMANCE DESCRIPTION CAN BE FOUND AT THE FOLLOWING INTERNET ADDRESS:

<http://www-acalal.ria.army.mil/ACALA/AAIS/SOLINFO/SOW/ingats.rtf>

Description of the web link is INGATS.

PRODUCT SUPPORT: The contractor shall make every effort to provide for a supply of repair and replacement parts to support the range after the completion of this contract. The contractor shall be responsible for notifying the Government of all design changes made after the baseline is established with the installation of the first range, throughout the length of the contract and for two years thereafter. This baseline is established by the contract, this performance description, and installation of the first range for the replacement assemblies and spare parts, parts lists, manuals and software. The contractor shall maintain documentation of this baseline for the duration of this contract and for two years thereafter. Any improvement made shall be downward compatible for maintainability purposes.

*** END OF NARRATIVE C001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-98-R-0215 MOD/AMD	Page 14 of 40
---------------------------	---	----------------------

Name of Offeror or Contractor:

INSPECTION AND ACCEPTANCE
In accordance with the Performance Description, section 4 - Quality Assurance, paragraph 4.1.a "Functional Demonstration" shall be required. Prior to the system acceptance at the range, a functional demonstration shall be performed. A functional demonstration shall be completed to demonstrate the manufacturer's ability to assemble and perform IAW requirements of this document prior to range installation. Testing will be conducted at the production facility or a test facility designated by the Government. THE FUNCTIONAL DEMONSTRATION SHALL BE PERFORMANED 90 DAYS AFTER AWARD OF CONTRACT. DURING THE SOLICITATION PHASE THE GOVERNMENT WILL PROVIDE ADDITIONAL INFORMATION AS TO THE EXACT GOVERNMENT RANGE THAT WILL BE USED FOR THIS FUNCTIONAL DEMONSTRATION AND THE EXACT FIX OF HARDWARE REQUIRED TO DEMONSTRATE YOUR PERFORMANCE.

*** END OF NARRATIVE E001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 15 of 40
	PIIN/SIIN DAAE20-98-R-0215	MOD/AMD	

Name of Offeror or Contractor:

DELIVERIES OR PERFORMANCE

Regulatory Cite	Title	Date
1 52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT (DEVIATION)	JUL/1995
(a) If this contract is awarded on a f.o.b. destination basis, and if transportation is accomplished by common carrier, parcel post, or other than common carrier, the Contractor agrees not to invoice until the supplies are shipped, and to retain the following evidence of shipment (EOS) documentation for a period of 4 years after completion of the contract.		
(1) If transportation is accomplished by common carrier, the Contractor will retain a signed copy of the commercial bill of lading of the supplies covered by the invoice, indicating the carrier's intent to ship said supplies to the destination specified in the contract.		
(2) If transportation is accomplished by parcel post, the Contractor will retain a copy of the mailing certificate, or		
(3) If transportation is by other than common carrier or parcel post, the Contractor will retain the receipt copy of the appropriate delivery document showing receipt at the destination in the contract.		
(b) Retention of the above EOS documentation and having the documentation available for subsequent review, if needed, eliminates the requirement to provide these documents with the Contractor's paper, or electronically transmitted, invoices.		

(End of clause)

FF7007

Name of Offeror or Contractor:

SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
1	52.239.4500 ACALA	YEAR 2000 (Y2K) COMPLIANCE	OCT/1998
a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall by Year 2000 compliant upon delivery; or any non-compliant information technology shall be upgraded to be Year 2000 compliant prior to the earlier of (i) the earliest date on which the information technology may be required to perform date/time processing involving dates later than December 31, 1999, or (ii) December 31, 1999.			
b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology properly exchanges date/time data with it.			
(End of clause)			

(HS7505)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-98-R-0215 MOD/AMD	Page 17 of 40
---------------------------	--	----------------------

Name of Offeror or Contractor:

CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	OCT/1998

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755); and

(2) 52.233-3, Protest After Award (31 U.S.C. 3553 and 40 U.S.C. 759).

(b) The Contractor agrees to comply with the FAR and FIRMR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

 (2) 52.203-10, (Reserved)

 X (3) 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (15 U.S.C. 637(d)(2) and (3));

 X (4) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));

 X (5) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).

(6)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small disadvantaged Business Concerns (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer).

 X (6)(ii) Alternate I of 52.219-23

 X (7) 52.222-26, Equal Opportunity (E.O. 11246).

 X (8) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

 X (9) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

 X (10) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

 X (11) 52.225-3, Buy American Act - Supplies (41 U.S.C. 10).

 (12) 52.225-9, Buy American Act - Trade Agreements Act - Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).

 (13) Reserved.

 (14) 52.225-18, European Union Sanctions for End Products (E.O. 12849).

 (15) 52.225-19, European Union Sanctions for Services (E.O. 12849).

 (16)(i) 52.225-21, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187).

 (16)(ii) Alternate I of 52.225-21.

 X (17) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

 (18) 201-39.5202-3, Procurement Authority (FIRMR).

(This acquisition is being conducted under -1- delegation of GSA's exclusive procurement authority for FIP resources. The specific GSA DPA case number is -2-).

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-98-R-0215 MOD/AMD	Page 18 of 40
Name of Offeror or Contractor:		

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- ____(1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).
- ____(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ____(3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ____(4) 52.222-44, Fair Labor Standards and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ____(5) 52.222-47, SCA Munimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Veterans (38 U.S.C. 2012(a));
- (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
- (4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(End of clause)

(IF6260)

- 2

52.216-18

ORDERING

OCT/1995
- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Award Date through 30 Sep 2003 .
 - (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-98-R-0215 MOD/AMD	Page 19 of 40
Name of Offeror or Contractor:		

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

End of Clause

(IF6155)

3 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order. The Government will not require supplies or services covered by this contract in an amount of less than 1 hardware component, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract, unless subsequently negotiated between the parties.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order in excess of 24 targetry ranges; or hardware for components as listed in the pricing evaluation sheets for pricing periods 1 through 5; or

(2) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

(IF6029)

4 52.216-22 INDEFINITE QUANTITY OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 28 Jan 2004.

(End of clause)

(IF6036)

5 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR OCT/1998

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE20-98-R-0215 MOD/AMD</p>	<p style="text-align: center;">Page 20 of 40</p>
--	--	---

Name of Offeror or Contractor:

DFARS

EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL
ITEMS

(a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.

(b) The Contractor agrees to comply with any clause that is checked in the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

☐ 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).

☐ 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).

☒ 252.219-7003 Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).

☐ 252.219-7005 Incentive for Subcontracting with Small Businesses, Small Disadvantaged Businesses, Historically Black colleges and Universities and Minority Institutions (☐ Alternate I) (Section 9004, Pub. L. 101-165 (10 U.S.C. 2301 (repealed note))).

☒ 252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).

☐ 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (☐ Alternate I) (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

☐ 252.225-7012 Preference for Certain Domestic Commodities.

☐ 252.225-7014 Preference for Domestic Speciality Metals (10 U.S.C. 2241 note).

☐ 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).

☐ 252.225-7021 Trade Agreements (☐ Alternate I) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779)

☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).

☐ 252.225-7029 Restriction on Acquisition of Air Circuit Breakers (10 U.S.C. 2534(a)(3)).

☐ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (☐ Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

☐ 252.227-7015 Technical Data - Commercial Items (10 U.S.C. 2320).

☐ 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).

☐ 252.243-7002 Certification of Requests for Equitable Adjustment

☐ 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014, Preference for Domestic Speciality Metals, Alternate I (10 U.S.C. 2241 note).

(End of clause)

(IA6720)

THE FOLLOWING CHANGES HAVE BEEN MADE TO THE CLAUSE CONTRACT ERMS AND CONDITIONS - COMMERCIAL ITEMS, FAR 52.212-4:

PARAGRAPH (a) INSPECTION/ACCEPTANCE: Section 4 of the Performance Description entitled "Quality Assurance" shall be used for inspection/acceptance of the INGATS.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-98-R-0215 MOD/AMD	Page 21 of 40
Name of Offeror or Contractor:		

PARAGRAPH (O) WARRANTY: The following additional warranty shall apply to this requirement:

The contractor shall provide a 5 year warranty to repair or replace any part which does not function IAW the Performance Description contained within this solicitation and resulting contract. The warranty period shall start from day that the range is accepted.

Upon noting the failure to perform IAW the Performance Description the range personnel will perform initial diagnostics and if possible will repair/replace the defective part, component or assembly, etc. as explain and allowed IAW the training and commercial manuals supplied by the contractor. If the failure or cause cannot be identified by the range personnel or through telephonic contacts with the contractor, the contractor will be required, when requested by the Government, to send the appropriate personnel to the site to assist in the determination and resolution of the problem. The warranty, as a minimum, shall include provisions to repair or replace any failed item(s).

FOR REPAIRABLE ITEMS: The contractor shall have a maximum of 14 calendar days from the date the Contractor is notified, to have the damaged item repaired or replacement unit returned to the applicable site ready to be installed on the range.

FOR REPLACEMENT ITEMS: If item can not be repaired as described above the contractor shall have within 5 days to replace from the date the contractor is notified that a failed component requires replacement.

If during a 90 calendar day period a failure of a component, assembly or subassembly occurs, on a repetitive basis (more than 2 times) or if during the life of the contract (more than 3 times), the contractor shall investigate this problem to determine the cause, and if the cause is found to be a poor quality and or inferior item(s), the contractor shall supply a new and or higher level quality component to prevent such re-occurrences. When a component assembly or subassembly fails repetitively, the contractor shall investigate the cause of the failure and take steps to eliminate the problem.

If the U S Government determines that any components, software or hardware are unserviceable by the U S Government shall, return the unservicable components, software or hardware at the contractor's expense.

All pickup and return shipping of warranty items shall be at the contractor's expense.

Any software license agreement available shall be provided to the government during the solicitation phase and the contractor is required to identify any proprietary software or technical data. The U S Government shall be bound by any licensing agreements required by the contractor under the solicitation and agrees to protect any said proprietary information. The offeror guarantees that the software will perform as required to meet the performance description.

The contractor warrants that each hardware, software, and firmware product delivered and listed in this contract shall be able to accurately process date data (including, but not limited to calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, including leap year calculations.

As determined by the U S Government, this warranty shall not cover failure resulting from:

- a) Improper or inadequate maintenance as defined by commercial manuals provided by the contractor.
- b) Misuse, negligence or accident and/or unauthorized modification on the part of U S Government.
- c) Operations outside of the Performance Description of the product.
- d) Operation in excess of recommended capacity.

INGATS INSTALLATION INSTRUCTIONS

The contractor shall construct, assemble, deliver, and provide training on all items in accordance with the Performance Description and this contract.

The contractor shall have 30 calendar days after the delivery/installation date to have the range installed training completed, and the range accepted by the Government. The delivery and installation of all equipment to the assigned locations, defined in this solicitation, shall be the responsibility of the contractor. This is to include, but is not limited to, interfacing with the GFE on the hardwired (HW) ranges, and installing radio controlled hardware on radio frequency (RF) ranges.

For the Moving Armor Target (MAT) and Moving Infantry Target (MIT), the Government will complete the basic track bed, as described in appendix B of the performance description, with no ballast, ties or rails installed. Sufficient ballast to stabilize the rail bed, as required, will be provided by the Government at the site of each MAT installation. If an improved roadbed or track is required, the contractor is responsible for installing the ballast and supplying the ties and rails and/or

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE20-98-R-0215 MOD/AMD</p>	<p style="text-align: center;">Page 22 of 40</p>
--	--	---

Name of Offeror or Contractor:

applying the road surface as required for his carrier. The Government will provide a level concrete slab at all Stationary Infantry Target (SIT) and Stationary Armor Target (SAT) locations. For all target mechanisms, the hardware shall be installed so that at least 90% of the target is exposed above the berm when the target is in the raised position.

For HW installations, the Government will supply the range control tower, all berm construction, tank trails, firing points, track bed, target pads, etc. as described in the Corps of Engineers Design Manuals in appendix B of the performance description, including the power and data transmission cables from the tower to each target positions. The contractor shall interface his hardware with each target position to include attaching to and utilizing the installed power, plus transmit and receive data using the installed HW connections IAW the performance description. The contractor shall to install the Central Control Station (CCS) in the tower, using the power supplied and the data transmission connections as described in appendix B of the performance description. The contractor shall supply all interface boxes or hardware and is responsible for restoring the range to its original condition, including the removal of all debris generated during the installation. The contractor shall supply and install 3-D targets on all down range infantry target lifting mechanisms such as but not limited to the SIT, MIT, and DSIT. The infantry targets to be installed on all ranges shall be manufactured IAW the 3-D target found in appendix A of the performance description. The contractor shall install GFE targets on armor targets lifting mechanisms such as but not limited to the SAT and MAT.

For Radio Frequency (RF) installations, the Government will supply the range control tower, all berm construction, tank trails, firing points, track bed, target pads, etc. as described in the Corps of Engineers Design Manual in appendix B of the performance description. Power and data cables between the tower and the target positions, as described in appendix B of the performance description, are not required for RF ranges. The contractor shall be required to install his hardware at each target pit, using his own power and RF transmitter IAW the performance description. When a tower is to be used on the range to house the CCS, the contractor shall install the Radio Frequency Control Module (RFCM) and all required transmitters and antennas. All antennas shall be located outside of the tower, and away from operations personnel movement. The contractor shall supply all interface hardware and is responsible for restoring the range to its original condition, including the removal of all debris generated during the installation. The contractor shall supply and install 3-D targets on all down range infantry target lifting mechanisms such as but not limited to the SIT, MIT, and DSIT. The infantry targets to be installed on all ranges shall be manufactured IAW the 3-D target found in appendix A of the performance description. The contractor shall install GFE targets on armor targets lifting mechanisms such as but not limited to the SAT and MAT. The GFE armor targets will be provided by the local range official.

The Government will be responsible for insuring that the range personnel are properly informed and the range is certified ready for the installation and inform the contractor 30 days prior to the anticipated delivery/installation date. After being notified of the updated delivery/installation date, the contractor shall contact the range official within 7 days to coordinate and schedule the installation of each range. The contractor shall notify the Government a minimum of 7 working days prior to the start of the range installation acceptance tests.

*** END OF NARRATIVE I001 ***

52.212-4 Contract Terms and Conditions--Commercial Items.

As prescribed in 12.301 (b)(3), insert the following clause:

CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (APR 1998)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights--

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1 , Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-98-R-0215 MOD/AMD	Page 23 of 40
Name of Offeror or Contractor:		

(e) Definitions. The clause at FAR 52.202-1 , Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice. Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Bud(yet (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Unless otherwise provided by an addendum to this contract, the Government shall make payment in accordance with the clause at FAR 52.232-33 , Mandatory Information for Electronic Funds Transfer Payment, which is incorporated herein by reference. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b.destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-98-R-0215 MOD/AMD	Page 24 of 40
Name of Offeror or Contractor:		

- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
- (1) The schedule of supplies/services.
 - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
 - (3) The clause at 52.212-5 .
 - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
 - (5) Solicitation provisions if this is a solicitation.
 - (6) Other paragraphs of this clause.
 - (7) The Standard Form 1449.
 - (8) Other documents, exhibits, and attachments.
 - (9) The specification.

(End of clause)

[63 FR 9052, February 23, 1998]

*** END OF NARRATIVE I002 ***

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 25 of 40

PIIN/SIIN DAAE20-98-R-0215

MOD/AMD

Name of Offeror or Contractor:

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

Regulatory Cite	Title	Date
-----------------	-------	------

1	52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATION (DEVIATION)- COMMERCIAL ITEMS - ALTERNAT I	OCT/1998
---	---	----------

(a) Definitions. As used in this provision: Emerging Small Business means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Small disadvantaged business concern means a small business concern that -

Women-owned small business concern means a small business concern -

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6050M).

(1) Taxpayer Identification Number (TIN).

TIN: _____

____ TIN has been applied for.

____ TIN is not required because:

____ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

____ Offeror is an agency or instrumentality of a foreign government;

____ Offeror is an agency or instrumentality of a Federal, state, or local government;

____ Other. State basis.

(2) Corporate Status.

____ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

____ Other corporate entity;

____ Not a corporate entity;

____ Sole proprietorship

____ Partnership

____ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR

501(a).

(3) Common Parent.

____ Offeror is not owned or controlled by a common parent.

____ Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents, for general statistical purposes, that it

____ is,

____ is not

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 26 of 40**

PIIN/SIIN DAAE20-98-R-0215

MOD/AMD

Name of Offeror or Contractor:

a small business concern.

(2) Small disadvantaged business concern. The offeror represents that it

_____ is

_____ is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) Women-owned small business concern. The offeror represents that it

_____ is

_____ is not

a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) Women-owned business concern. The offeror represents that it

_____ is

_____ is not

a women-owned business concern.

(5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it

_____ is

_____ is not

an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents and certifies as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts) (Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

(7) (Complete only if the solicitation contains the clauses at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns and the offeror desires a benefit based on its disadvantaged status.).

(i) General. The offeror represents that either -

(A) It is _____
is not_____

certified by the Small Business Administration as a small disadvantaged business concern and is listed, on the date of this representation, on the register of small disadvantaged business concern maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE20-98-R-0215 MOD/AMD</p>	<p style="text-align: center;">Page 27 of 40</p>
--	--	---

Name of Offeror or Contractor:

not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It has _____
has not _____
submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that compiles with the requirements in 13 CFR 124.1002(f) and that the representation in paragraphs (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(8) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(7) of this provision.) [The offeror shall check the category in which its ownership falls]:

_____ Black American

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Twaiwan, laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Microseism, the Commonwealth of the Northern Marian Islands, Gum, Samba, Macho, Hong Kong, Fuji, Tonga, Kiribati, Tuvalu, or Naura).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

(d) Certifications and representations required to implement provisions of Executive Order 11246-

(1) Previous Contracts and Compliance. The offeror represents that-

(i) It
_____has,
_____has not,
participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 114; and

(ii) It
_____has,
_____has not,
filed all required compliance reports.

(2) Affirmative Action Compliance. The Offeror represents that-

(i) It
_____has developed and has on file,
_____has not developed and does not have on file,
at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It
_____ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or

Name of Offeror or Contractor:

employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act - Trade Agreements - Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-9, Buy American Act - Trade Agreement - Balance of Payments Program, is included in this solicitation.)

(1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled ''Buy American Act - Trade Agreements - Balance of Payments Program'' and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

Line Item No.	Country of Origin
---------------	-------------------

(List as necessary)

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as ''designated or NAFTA country end products'' as those terms are defined in the clause entitled ''Buy American Act - Trade Agreements - Balance of Payments Program'':

(Insert line item numbers)

(ii) The offeror certifies that the following supplies qualify as ''Caribbean Basin country end products'' as that term is defined in the clause entitled ''Buy American Act - Trade Agreements - Balance of Payments Program'':

(Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.

(g) (1) Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-21, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program, is included in this solicitation.)

(i) Each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled Buy American Act - North American Free Trade Agreement Implementation Act-Balance of Payments Program. Components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded End Products:

Line Item No.	Country of Origin
---------------	-------------------

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-98-R-0215 MOD/AMD	Page 29 of 40
Name of Offeror or Contractor:		

(List as necessary)

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify below those excluded end products that are NAFTA country end products. Products that are not identified below will not be deemed NAFTA country end products. The following supplies qualify as 'NAFTA country end products' as that term is defined in the clause entitled 'Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program':

(Insert line item numbers)

(iv) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that-

(1) The offeror and/or any of its principals
____are,
____are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) ____Have,
____Have not,

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

____are,
____are not

presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(End of provision)

(KF7055)

2 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS NOV/1995
DFARS

(a) Definitions. As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App.Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-98-R-0215 MOD/AMD	Page 30 of 40
Name of Offeror or Contractor:		

- (b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it-
- (1) Does not comply with the Secondary Arab Boycott of Israel; and
 - (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App, Sec. 2407(a) prohibits a United States person from taking.
- (c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).
- (1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term ''supplies'' is defined in the Transportation of Supplies by Sea clause of this solicitation.
 - (2) Representation. The offeror represents that it-
 - Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
 - Does not anticipate that supplies will be transported by sea in the performance of any contract of subcontract resulting from this solicitation.
 - (3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA7002)

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE20-98-R-0215 MOD/AMD</p>	<p style="text-align: center;">Page 31 of 40</p>
--	--	---

Name of Offeror or Contractor:

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	Regulatory Cite	Title	Date
1	52.212-1	INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS	AUG/1998

(a) Standard industrial classification (SIC) code and small business size standard. The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;

(4) TECHNICAL EVALUATION: Each offeror shall be required to provide, in detail, a technical proposal that clearly defines and describes, in narrative form (in new and original thought without simply restating sentences from the performance description), how their commercial targetry systems will meet or exceed the various paragraphs of the performance description. In addition to the narrative portion of their technical proposals, offerors may use detailed pictures, VHS video tapes of their equipment in actual use, schematics, diagrams, test reports or data, historical failure information, and analysis of demonstration data to support their knowledge and understanding of what the Government requires. The technical proposal will specifically include and separately address the following technical areas:

- a. HIT DETECTION. Offeror shall provide details on how their proposed hit detection system shall meet and/or exceed the requirements stated in section 3.2.3 of the performance description. Offeror shall state whether the design is in production or requires additional changes to meet section 3.2.3. If changes are required, so state.
- b. OVERALL DESIGN AND STABILITY OF THE DESIGN. Each offeror shall describe the capabilities, levels of performance and operation of each component of their proposed INGATS equipment. The offeror shall also describe how these components are integrated together in the formation of a range to include weights and transportability requirements. The offeror will describe how their equipment will be installed on both a radio controlled and a hardwired range and how they plan on interfacing with the range as installed by the Government. Offerors are required to describe, to what extent their current design is in production and/or requires modification or improvements to meet the requirements of the performance description. Offerors are required to include, how the offeror controls the quality of the products delivered (from the subcontractor and to the Government), to insure their design consistency, quality of performance, and compliance with the warranty provisions. Each offeror is required to prepare a description of how their item meets or exceeds the requirements of the asterisked paragraphs in the Performance Description.
- c. BATTLE EFFECT SIMULATOR (BES). The offeror shall provide a detailed description on how their proposed BES shall meet or exceed the requirement stated in section 3.2.2.4 of the performance description, to include how their proposed BES is designed and configured to eliminate or control potential health and safety hazards including the method of simulation used and if there are pyrotechnics involved, whether these are commercial or Government pyrotechnics, and what safety features have been incorporated in the design.
- d. RADIO FREQUENCY BANDWIDTH. The offeror shall provide details on how their proposal can meet the narrow frequency bandwidth requirements in paragraph 3.2.a of the performance description.
- e. TRAINING/MANUALS. The offeror shall describe how the manuals and training provided support operation and maintenance of the range hardware in sections 3.3.1 and 3.3.2 of the performance description. Also, explain what information and training aides will be provided/included in the sustainment training package. Description will reflect the adequacy of the instructions, completeness of parts list, and provide diagrams showing the relationship of the parts.

- (5) Price and any discount terms;
- (6) ''Remit to'' address, if different than mailing address;
- (7) A completed copy of the representations and certifications at FAR 52.212-3;
- (8) Acknowledgment of Solicitation Amendments;

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE20-98-R-0215 MOD/AMD</p>	<p style="text-align: center;">Page 32 of 40</p>
--	--	---

Name of Offeror or Contractor:

(9) The term Past Performance is not being used and is replaced with the following PERFORMANCE RISK:

a. The offeror shall detail and describe his customer responsiveness, quality and delivery performance on prior Government or commercial contracts during the last three years which are the same or similar to the effort required on this solicitation. The term "similar" is defined as a contract for fabrication and installation of live fire ranges.

b. The offeror shall identify both prime contracts and major subcontracts for similar items as defined above. Both Government and commercial contract description shall include the information requested below in the following format:

1. Identify in specific detail for each contract listed, why or how you consider the effort relevant or similar to the effort required by this solicitation. This would include identifying a commercial customer and any additional information required to evaluate the offeror's commercial work.

2. Your (and your subcontractor's) CAGE & CEC (DUNNs) number.

3. Government or commercial contracting activity, address and telephone number.

4. Procuring Contracting Officer's (PCO) name and telephone number if Government contract.

5. Government or commercial contract administration activity and the name and telephone number of the Administrative Contracting Officer (ACO) if Government contract.

6. Contract Number.

7. Contract award date.

8. Contract type.

9. Final or projected final price/cost.

10. Original delivery schedule.

11. Final or projected final delivery schedules.

12. A narrative explanation on each previous contract listed describing the objective achieved and any schedule delays encountered. For any Government contracts which did not/do not meet original requirements with regard to either schedule, quality or technical performance, a brief explanation of the reason(s) for such shortcomings and demonstrated corrective actions taken to avoid recurrence. The offeror shall also provide a copy of any cure notices or show cause letters received on each previous contract listed and description of any corrective action by the offeror or proposed subcontractor.

13. The offeror shall also provide the above required information for any and all contracts it has had terminated for default in whole or in part, during the past 3 years, to include those currently in the process of such termination as well as those which are NOT similar to the proposed effort. The contractor shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary.

14. If the offeror intends to subcontract a major portion of the requirements of the solicitation, the offeror shall identify the proposed subcontractors and provide adequate information as to allow the Government to perform an evaluation of the subcontractors' capabilities and ability to perform the required tasks.

15. Offerors shall include in their proposal the written consent of their proposed subcontractors to allow the Government to discuss the subcontractor's past performance evaluation with the offeror during negotiation, if applicable.

NOTE: Offerors are reminded that both independent data and data provided by offerors in their proposals may be used to evaluate the offerors past performance. The Government also intends to evaluate the offerors performed similar contracts to determine, as stated by the solicitation, whether the offeror had a record of conforming to the specifications and to standards of good workmanship; had adhered to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and, generally, the offeror's business-like concern for the in terest of the customer. Since the Government may not necessarily interview all sources provided by the offerors, it is incumbent upon the offeror to explain the relevance of data provided. The burden of providing thorough and complete past performance information remains with the offerors. Proposals that do not contain the information requested by this paragraph risk rejection or high risk rating by the Government.

(10) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE20-98-R-0215 MOD/AMD</p>	<p align="right">Page 33 of 40</p>
<p>Name of Offeror or Contractor:</p>		

- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 120 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately. THIS PARAGRAPH IS HEREBY DELETED.
- (f) Late offers. Offers or modifications of offers received at the address specified for the receipt of offers after the exact time specified for receipt of offers will not be considered.
- (g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer. THIS PARAGRAPH IS HEREBY DELETED.
- (i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to - GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978. (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.
- (2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the - Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215)697-1462.
- (i) Automatic distribution may be obtained on a subscription basis.
- (ii) Order forms, pricing information, and customer support information may be obtained -
- (A) By telephone at (215) 697-2667/2179; or
- (B) Through the DODSSP Internet site at <http://www.d0dssp.daps.mil>.
- (3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.
- (j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.
- (k) SMALL BUSINESS UTILIZATION IS HEREBY ADDED:
1. Small Business offerors must provide the following information in their proposal:

(a) Current plans/policies for subcontracting with Small Business(SB), Women Owned Small Business(WOSB), and Historically Black Colleges and Universities/Minority institutions(HBCU/MI).

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-98-R-0215 MOD/AMD	Page 34 of 40
---------------------------	--	----------------------

Name of Offeror or Contractor:

(b) The names of SBs, SDBs, WOSBs, or HBCU/MI that would participate in the instant contract, the extent of the commitment to use such firms, the identification of the specific components/efforts to be performed by those firms and the estimated total dollar value of such work.

(c) A description of your past performance over the last three calendar years in complying with the requirements of FAR 52.219-8, to include describing and providing documentation of the methods to promote SB, SDB, WOSB and HBCU/MI utilization, and the internal methods used to monitor such utilization.

2. Large Business offerors must provide the following in their proposal:

(a) A Small, Small Disadvantaged and Woman Owned Small Business Subcontracting Plan in accordance with FAR 52.219-9, which requires the submission of information requested of small businesses in (a) and (b) above.

(b) A description of your past performance over the last three calendar years in complying with the requirements of FAR 52.219-8 and 52.219-9, including documentation of the achievement of the goals established under subcontracting plans submitted pursuant to FAR 52.219-9. Large businesses which have not held a contract that included FAR 52.219-9 shall so state, and provide the data requested in (c) above.

(1) EVALUATION CRITERIA - PRICE IS HEREBY ADDED:

Price will be considered on an "all or none" basis, therefore, the offeror shall enter firm fixed unit prices for each quantity range, each Pricing Period and each Item on the pricing sheets. All unit prices will be binding. The Government reserves the right to require the submission of any information necessary to validate the reasonableness of an offer, which may include, but is not limited to, the following costs factors: Labor Costs, Material Costs, Other Direct Costs and Overhead Costs. Due to the commercial nature of this requirement, offerors are requested to submit a catalog price list or their commercial equivalent with their proposal.

(m) PARTNERING IS HEREBY ADDED.

In an effort to most effectively accomplish the objectives of this contract, it is proposed that the Government, the Contractor, and its major subcontractors engage in the Partnering process.

Participation in the Partnering process is entirely voluntary and is based upon a mutual commitment between Government and Industry to work cooperatively as a Team to identify and resolve problems and facilitate contract performance. The primary objective of the process is providing the American soldier with the highest quality supplies/services on time and at a reasonable price. Partnering requires the parties to look beyond the strict bounds of the contract in order to formulate actions that promote their common goals and objectives. It is a relationship that is based upon a continuous communication, mutual trust and respect, and the replacement of the "us vs them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and creation of a shared vision of success.

After contract award, the Government and the successful offeror will decide whether or not to engage in the Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the partnering process in their proposed cost/price (e.g. cost of hiring a facilitator and conducting the Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.

The establishment of this Partnering arrangement does not effect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

Implementation of this Partnering relationship will be based upon the AMC Model Partnering Process, as well as the principles and procedures set forth in the AMC Partnering Guide. The principal Government representative for this effort will be Mr. Brian Schmidt, Contracting Officer, Ms. Donna Webb, Contract SPecialist, Mr. Hank Harpel and Ms. Diane Converse, Engineering Support, Technical Liaison for the INGATS.

Information on the AMC Partnering Guide can be found at the following web site:

<http://www.amc.army.mil>, then click on Headquarters and then Office of the Command Counsel. The Partnering guide is the 2nd or 3rd selection down.____

(End of provision)

(LF7027)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-98-R-0215 MOD/AMD	Page 35 of 40
Name of Offeror or Contractor:		

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE20-98-R-0215 MOD/AMD</p>	<p align="center">Page 36 of 40</p>
---	--	--

Name of Offeror or Contractor:

EVALUATION FACTORS FOR AWARD

	Regulatory Cite	Title	Date
1	52.212-2	EVALUATION - COMMERCIAL ITEMS	OCT/1995

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

(1) The basis for this award shall be the Best Overall Value to the Government. We may choose not to award to the lowest priced offeror even if they are technically acceptable. We may choose not to award to the offeror rated the highest in the non-cost elements, if their perceived advantages are not considered worth the cost premium. In selecting which offer represents the Best Value, the SSA will consider the evaluation elements and their relative importance as stated in paragraph 6 below. Using this as a guide, the SSA will determine which offer represents the Best Overall Value to the Government comparing the cost and non-cost advantages and disadvantages.

(2) Although price is not the most important consideration, it could be controlling. Where an otherwise superior proposal is not affordable or is unreasonably priced, where two proposals are otherwise considered equal, or where the advantages of a superior proposal are not worth the price premium, price could be the deciding element.

(3) Proposals which merely offer to perform the work in accordance with the Request for Proposal (RFP), or which are so lacking in content and detail that the Government cannot conduct a meaningful evaluation without significant supplemental information are unacceptable and will not be considered for award.

(4) Any proposal which is considered unrealistic in terms of technical capability, unrealistically high or low in price, or contains significant inconsistency between proposed performance and price may be judged as lacking competence or failing to understand the requirements or the work required. In such cases, the proposal may be rejected.

(5) There are four evaluation elements: 1) Technical, 2) Performance Risk, 3) Small Business Utilization, and 4) Price. Price will be evaluated as an independent variable and is less important than all other elements combined within the non-price area. Technical is significantly more important than Performance Risk and Small Business Utilization combined. Performance Risk is slightly more important than Small Business Utilization. Award will be made to the successful offeror who has demonstrated that they have the most advantageous proposal to the Government.

(6) Technical Evaluation: Within the Technical Element, the following sub-elements will be evaluated, 1) Hit Detection, 2) Overall Design and Stability of the Design, 3) Battle Effects Simulator, 4) Radio Frequency Bandwidth, and 5) Training/Manual. They are in descending order of importance. However, hit detection and overall design and stability of the design are significantly more important than all others combined. In evaluating the Technical subelements, the evaluators will follow the guidelines of this document. Each sub-element will be given an individual adjective rating as established in this plan. An overall risk evaluation of each offeror's technical proposal will then be determined based on the evaluations that are developed on the five sub-elements. The risk assessment will be used in the selection. Each individual sub-element will be separately evaluated using the following adjective ratings.

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

Each area is separately described below.

Technical

The offerors proposal will be evaluated as follows:

1. Hit Detection

Offeror shall be rated using the evaluation criteria contained herein on how their proposed hit detection system shall meet and/or exceed the requirements stated in section 3.2.3 of the performance description. In addition, this shall include whether the design is in production or requires additional changes to meet section 3.2.3. If changes are required, these will have been identified.

2. Overall Design and Stability of the Design

The offeror shall be evaluated on the following: 1) The capabilities, levels of performance and operation of each component of

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-98-R-0215 MOD/AMD	Page 37 of 40
--------------------	---	---------------

Name of Offeror or Contractor:

their proposed INGATS equipment and how these components are integrated together in the formation of a range to include weights and transportability requirements, and how their equipment will be installed on both a radio controlled and a hardwired range and how they plan on interfacing with the range as installed by the Government. 2) To what extent their current design is in production and/or requires modification or improvements to meet the requirements of the performance description. 3) How the offeror controls the quality of the products delivered (from the subcontractor and to the Government) to insure design consistency, quality of performance, and compliance with the warranty provisions. 4) How the offeror meets or exceeds the requirements of the asterisked paragraphs in the Performance Description.

3. Battle Effect Simulator (BES):

The offeror shall be evaluated on how their proposed BES shall meet or exceed the requirement stated in section 3.2.2.4 of the performance description. To include how their proposed BES is designed and configured to eliminate or control potential health and safety hazards including the method of simulation used and if there are pyrotechnics involved and what safety features have been incorporated in the design.

4. Radio Frequency Bandwidth:

The offeror will be rated on their ability to provide narrow bandwidth capability with the delivered hardware.

5. Training/Manuals:

Evaluation shall be based on the demonstrated ability to prepare and provide technical publications which reflect:

Adequacy of the operating and maintenance/repair instructions.

Completeness of parts lists and assemblies reflecting the maintenance philosophy.

Diagrams and exploded views showing relationships of parts.

Offeror shall be evaluated on details of various media and effectiveness in meeting the training requirements.

Adjective Ratings: In evaluating each offeror's technical proposal a rating assessment will be made against the individual sub-elements of technical, using the following adjectival ratings. Each individual sub-element will be separately evaluated using the following adjective ratings:

Excellent:

Hit Detection: Item has been produced, or a prototype sample is available, and capabilities have been demonstrated that exceed the requirement listed in Paragraph 3.2.3 of the performance description.

Overall Design and Stability of the Design: The proposed design will meet all physical and/or operational requirements of the performance description; and substantially exceeds the majority of individual asterisked paragraphs in the performance description. A substantial quality program exists insuring a consistent product is delivered. The items are or have been produced.

Battle Effects Simulator (BES): Design meets and/or exceeds the requirements of the performance description and involves the use of commercial non-pyrotechnic as the simulator.

Radio Frequency Bandwidth: The offeror will provide a radio that incorporates the narrow bandwidth capability with the range.

Training/Manual: The training approach is conducive to "Train the Trainer" philosophy with clear and concise manuals. The training is supported by VHS video tapes, vugraph, and written documentation. The manuals are well documented with adequate schematic and exploded diagrams to support the operation and maintenance of the system and logical fault isolation techniques.

GOOD:

Hit Detection: Meets the requirements listed in paragraph 3.2.3 of the performance description, and has produced or a prototype is available that meets, but some redesign is necessary to achieve the specifications listed in the performance description.

Overall Design and Stability of the Design: The proposed design will meet all and substantially exceeds several of the asterisked physical and/or operational requirements of the contract. A quality program exists insuring a consistent product is delivered.

Battle Effects Simulator (BES): Design meets or exceeds the requirement using commercial firing devices and commercial pyrotechnics that has been, is in the process of, or will obtain a safety certification through an authorized U.S. Government safety testing agency. The firing device has numerous safety features built-in which eliminate or reduce potential hazards to

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE20-98-R-0215 MOD/AMD</p>	<p style="text-align: center;">Page 38 of 40</p>
--	--	---

Name of Offeror or Contractor:

personnel or equipment. Item has been produced.

Radio Frequency Bandwidth: The offeror will provide a radio that can be converted to narrow bandwidth by changing out minor components.

Training/Manuals. The training approach is conducive to "Train the Trainer" supported by vugraph and other documentation. Requires some updating of the manuals to meet the contractual requirements. Schematic and exploded diagrams are somewhat clear, but require improvement to fully support the system.

Adequate:

Hit Detection: Meets the requirements listed in paragraph 3.2.3 of the performance description but considerable redesign is necessary.

Overall Design and Stability of the Design: The proposed design will meet the physical and/or operational requirements of the contract. A quality program is being improved to insure a consistent product is delivered.

Battle Effects Simulator (BES): Design meets or exceeds the requirements using a commercial firing device and with Government safety certified pyrotechnics (e.g., M21, M25, and M27). Item has been produced.

Radio Frequency Bandwidth: The offeror will provide a radio that must be replaced with a new radio to obtain a narrow bandwidth.

Training/Manuals: The training approach is conducive to "Train the Trainer" supported by written documentation. Requires a substantial update to the manuals in order to meet the contractual requirements. Schematic and exploded diagrams are determined to be marginally adequate to support the range.

MARGINAL:

Hit Detection: Very low or no probability of meeting the technical requirements.

Overall Design and Stability of the Design: There is a very low probability that the proposed design will meet the physical and/or operational requirements of the contract.

Battle Effect Simulator (BES): The proposed design meets the performance requirement using a non-safety certified firing device and pyrotechnic. Item may or may not be in production.

Radio Frequency Bandwidth: The offeror has no current plan to convert to narrow bandwidth technology.

Training/Manuals: Requires a complete revision of the training and manuals to meet the contract and support the maintenance/repair.

PERFORMANCE RISK.

1. Performance Risks are those associated with an offeror's likelihood of success in satisfying the requirements of the solicitation. The offeror's record of past performance with similar contracts and product lines is a primary indicator of successful future performance. The Government shall evaluate the quality of the offeror's relevant past performance. The assessment of the offeror's past performance will be used as means of evaluating the relative capability of the offeror and the other competitors.

2. The Government shall conduct a performance risk assessment based upon the quality of the offeror's past performance, as well as that of its proposed subcontractors, as it relates to the probability of successful accomplishment of the required effort. When assessing performance risk, the Government shall focus its inquiry on the past performance of the offeror, and its proposed subcontractors, as it relates to all solicitation requirements such as cost, schedule and performance, including the offeror's record of conforming to similar statement of work and to standards of good workmanship; the offeror's adherence to contract schedules, including the administrative aspects of performance; the offeror's history for reasonable cooperative behavior and commitment to customer satisfaction; and generally, the offeror's business-like concern for the interest of its customers.

3. A significant achievement, problem or lack of relevant information can become an important consideration of the source selection process. A negative finding under any factor might result in an overall "high risk" rating. Offerors are therefore reminded to include all relevant past efforts, to include demonstrated corrective action. The lack of a performance record may result in an "unknown" performance risk rating which will be treated as neutral.

4. In conducting the performance risk assessment, the Government may use data provided by the offeror as well as data obtained from outside sources. The Government may not necessarily interview all of the sources provided by the offerors. It is incumbent upon the offeror to explain the relevance of the data provided. While the Government may elect to consider data obtained from

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-98-R-0215 MOD/AMD	Page 39 of 40
---------------------------	--	----------------------

Name of Offeror or Contractor:

other sources, the burden of providing thorough and complete past performance rests with the offerors.

5. Each performance risk assessment will consider the number of severity of problems, the effectiveness of corrective actions taken, and the overall work record. The assessment of performance risk is not intended to be the product of a mechanical or mathematical analysis of an offeror's performance on a list of contracts, but rather the product of subjective judgment of the performance risk when all available, relevant and recent information is considered. The following definitions of performance risk shall be used:

Excellent--Based on the offeror's performance record, no doubt exists that the offeror will successfully perform the required effort.

Good--Based on the offeror's performance record, little doubt exists that the offeror will successfully perform the required effort.

Adequate--Based on the offeror's performance record, a moderate level of doubt exists that the offeror will successfully perform the required effort.

Marginal--Based on the offeror's performance record, considerable doubt exists that the offeror will successfully perform the required effort.

Unknown-- No relevant past performance identified. This is a neutral rating.

SMALL BUSINESS UTILIZATION:

Under this element we will evaluate the likelihood (risk) of you meeting the requirements of FAR 219-8 or 219-9 (as appropriate) based on your commitment under this current contract and the realism of that commitment based on your past performance history of meeting those requirements.

Please note that a negative finding under any element may result in an overall high risk rating. Therefore it is important that you include all recent and relevant past efforts in your submission, including demonstrated corrective actions, and describe the relevance of that information. While we may elect to consider data from other sources, the burden of providing complete information rests with the offeror.

ADJECTIVAL	DEFINITION AND CRITERIA
Excellent	Offeror makes an active effort to identify and qualify other SBs, SDBs Women-Owned Small Businesses (WOSBs), and HBCU/MIs to include lists of sources for subcontracting opportunities or participation in teaming arrangements. Offeror has a written plan stating its policy to provide maximum practicable subcontracting opportunities to SBs, SDBs, WOSBs, and/or HBCU/MIs. Offeror has substantive evidence suggesting prior achievement of subcontracting plan or policy goals. Based on past performance history, the offeror's proposed goals and/or actions are considered realistic.
Good	Offeror has a policy to pursue award of subcontracts to SBs, SDBs, WOSBs, and/or HBCU/MIs. Offeror has evidence suggesting measurable prior subcontracting with SB, SDBs, WOSBs, and HBCU/MIs. Based on past performance history, the offeror's proposed goals and/or actions are considered realistic.
Adequate	Offeror has previously pursued award of subcontracts to SBs, SDBs, WOSBs, and/or HBCU/MIs, as demonstrated by either existing source listings of other SBs, SDBs, WOSBs, and or HBCU/MIs; some prior evidence of subcontracts with these firms, which may have resulted from a subcontracting plan or policy.

Marginal Offeror has limited, if any, prior evidence of subcontracting with SBs, SDBs, WOSBs, and/or HBCU/MIs, but proposal reflects a commitment to pursue future subcontracting opportunities with SBs, SDBs, WOSBs, and/or HBCU/MIs. Based on past performance history, the realism of the offeror's proposed goals and/or actions is questionable.

Poor Offeror demonstrates little or no commitment to using SBs and HBCU/MIs. The offeror did not meet his prior Small Business goals and/or showed no serious commitment and did not provide adequate justification for not doing so. Based on past performance history, the offeror's proposed goals and/or actions are not realistic.

PRICE

The prices for the "Guaranteed Minimum Quantities" shall be provided.

The price evaluation sheets for the "Indefinite Maximum Quantities" are provided in the solicitation. Offerors are instructed to complete ALL outlined boxes in the solicitation. Proposals offering prices for quantities other than those solicited, or proposals offering prices for less than all pricing periods, will not be considered. Evaluations will be conducted as follows:

A. Proposed unit prices for each quantity range will be multiplied by the assigned weight for that range (the "weight" is the most current assessment of the likelihood, expressed as a percentage, that the actual order quantity will fall within that range). For those Items/Pricing Periods with more than one quantity range, the weighted prices will be added together resulting in a single weighted unit price for each Item in each Pricing Period. The weighted unit price will then be multiplied by the estimated total quantity to be ordered within that Pricing Period, resulting in an evaluated Item price. The evaluated Item prices for all Items and all Pricing Periods will be totaled to arrive at a total evaluated price.

EXAMPLE: Pricing Period 1, Item

Qty Range	Weight %	Proposed Unit Price	Weighted Price	Est Qty	Evaluated Item Price
0 to 5	40%	\$500.00	\$200.00		
6 to 25	50%	\$450.00	\$225.00		
25 & above	10%	\$375.00	\$ 37.50		
Weighted Unit Price			\$462.50	?	?

This solicitation requires that the offeror provide prices for varying quantity ranges for each Item. Should the offeror fail to provide prices for each range, the Government will evaluate the offer by using the lowest proposed price for the Item/Pricing Period. Additionally, this solicitation requires that the offeror provide price for multiple Pricing Periods for each Item.

B. Evaluation of proposed prices shall include determining reasonableness. Reasonableness is interpreted to mean that the price does not exceed what would be incurred by an ordinary prudent person in the conduct of competitive business pursuant to FAR 31.201-3. Offerors are solely responsible under actual contract performance for ensuring that pricing reflects adequate resources to successfully complete the effort.

(End of provision)

(MF6025)